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MEDIATION AGREEMENT: general agreement to mediate a specific dispute with designation of mediator and terms

AGREEMENT TO MEDIATE

_____ [Names] agree to have _____ [Mediator] administer the mediation of their dispute concerning: _____ [identify dispute] on the following terms and conditions:

1. Mediation Procedures

The mediation shall be held and conducted according to this Agreement to Mediate and the current Mediation Procedures of _____ [Mediation Administrator] attached and incorporated here.

2. Mediator

The parties agree that _____ will be the Mediator. The Parties recognize that the Mediator is an independent contractor and not an agent or employee of _____ [Mediation Administrator].

3. Mediation Fees

- a. The Mediation fee will be \$ _____ for a minimum of five hours; an additional fee of \$ _____ per _____ [hour or party] will be charged thereafter, both plus costs. Mediator travel time and expenses will be charged at Bar Association rates; incidental expenses at cost. The parties agree to prepay Mediation fees as follows:

Amount: \$ _____, payable by _____ [party]

Amount: \$ _____, payable by _____ [party]

and the parties understand that the Mediation Session will not take place until such fees are prepaid as provided for.

- b. Any charges for Mediation Fees in excess of the amount on deposit shall be paid within seven days in equal proportions or, if agreed otherwise, in such other proportions as the parties have agreed. The Mediator's expenses and travel time shall be paid in accordance with _____ [Mediation Administrator] policy. At the conclusion of the mediation, after deduction of the administrative fee, the fee for the Mediator's time and the reimbursement of expenses, any unused prepaid Mediation Fees will be promptly returned to the parties in the proportions in which they were prepaid.

4. Consulting with Legal Advisers

Any party not represented by a legal adviser or in appropriate cases other professional adviser is advised to consult one before, during and after the Mediation Session and before finalizing an agreement reached pursuant to the Mediation. The parties recognize that neither _____ *[Mediation Administrator]* nor the Mediator is giving legal advice or acting as a lawyer for any of the parties or analyzing or protecting any party's legal rights.

5. Private Sessions

The Mediator may hold private sessions with only one party. These private sessions are designed to improve the Mediator's understanding of the party's position. Information gained by the Mediator through such a session is confidential unless (a) it is in any event publicly available or (b) the Mediator is specifically authorized by that party to disclose it.

6. Confidentiality

- a. The parties recognize that the Mediation Session is for the purpose of attempting to achieve a negotiated settlement and as such all information provided during the Mediation Session is without prejudice and will be inadmissible in any litigation or arbitration of the dispute. Evidence which is otherwise admissible shall not be rendered inadmissible as a result of its use in the Mediation Session. The parties will not subpoena or otherwise require _____ *[Mediation Administrator]* or the Mediator or any other person attending the mediation under the auspices of _____ *[Mediation Administrator]* to testify or produce records, notes or any other information or material whatsoever in any future or continuing proceedings.
- b. All documents, statements, information and other material produced or given for or during the Mediation whether in writing or orally, shall be held in confidence by the parties and shall be used solely for the purposes of the Mediation. At the termination of the Mediation all such material shall be returned to the originating party or forthwith destroyed at their option.

7. Termination of Mediation Session

Either of the parties or the mediator shall be entitled in their absolute discretion to terminate a Mediation Session at any time without giving any reason therefore.

Name: _____

Address: _____

Date: _____.

[Signature of parties]

Accepted to administer the Mediation as provided for:

Date: _____.

[Signature of mediation administrator]